



**STATE OF NEW YORK  
OFFICE OF THE MEDICAID INSPECTOR GENERAL**  
800 North Pearl Street, 2nd Floor  
Albany, New York 12204

**DAVID A. PATERSON**  
GOVERNOR

**JAMES G. SHEEHAN**  
MEDICAID INSPECTOR GENERAL

August 8, 2008

TO WHOM IT MAY CONCERN:

Enclosed is the Request for Proposals (RFP) for Medicaid Match & Recovery Project for the New York State Office of the Medicaid Inspector General (OMIG).

**The due date for submission of proposals is September 15, 2008.**

We are requesting that you complete and return the enclosed *Proposal/No Proposal* form. If you have any questions, contact the Bureau of Budget & Fiscal at (518) 474-7102.

Sincerely,

*Denise Waghorn*

Denise Waghorn  
Associate Administrative Analyst  
Bureau of Budget & Fiscal Management

Enclosures

Proposal/No Proposal – Offerer’s List Update Form  
Request for Proposals

**PROPOSAL / NO PROPOSAL – OFFERER’S LIST UPDATE REQUEST  
PROPOSAL # C200801**

**DESCRIPTION:** Medicaid Match & Recovery Project

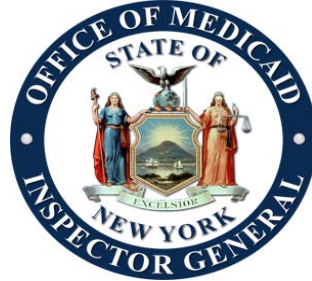
**CONTRACT PERIOD:** Six (6) year contract with optional one (1) year renewal

<b>PROPOSALS DUE:</b>		<b>SUBMIT BIDS TO:</b>
<b>DATE:</b>	<b>September 15, 2008</b>	Denise Waghorn Associate Administrative Analyst Contract C200801 Bureau of Budget & Fiscal Management Office of the Medicaid Inspector General 800 North Pearl Street – Second Floor Albany, NY 12204
<b>TIME:</b>	<b>2:00 p.m. EST</b>	
		<b>WITH NOTATION on mailing envelope:</b>
		<b>FORMAL BID</b> C200801 MEDICAID MATCH & RECOVERY PROJECT

Vendors are requested to complete and return this form by August 22, 2008 indicating their interest in submitting a proposal. Please check all boxes that apply, and return the completed form to Denise Waghorn by fax to (518) 408-5005 or by email to [dlw03@omig.state.ny.us](mailto:dlw03@omig.state.ny.us).

- 1. We do intend to submit a proposal for the requested services.
- 2. We do not provide the requested services. Please remove our firm from your mailing list for these services.
- 3. We are unable to submit a proposal at this time because
- 4. Please retain our firm on this list.

Name of Firm: \_\_\_\_\_ FEIN: \_\_\_\_\_  
Address: \_\_\_\_\_  
Web Page: \_\_\_\_\_ Telephone: \_\_\_\_\_  
Email Address: \_\_\_\_\_ Fax: \_\_\_\_\_  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Printed Name & Title: \_\_\_\_\_



**THE OFFICE OF THE MEDICAID INSPECTOR GENERAL**

**Request for Proposals**

**Medicaid Match & Recovery Project**

**Contract C200801**

**August 8, 2008**

**MEDICAID MATCH & RECOVERY PROJECT  
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- Appendix H. Federal Health Insurance Portability and Accountability Act (HIPAA)  
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Attachment 1 MM&R Data Files

Attachment 2 MM&R Matching Carriers

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- Statement of Understanding (3a)
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- Organization Subcontractors (3d)
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**RFP CALENDAR**

<b>DATE</b>	<b>EVENT</b>	<b>COMMENTS</b>
08/08/08 Friday	RFP Released	The RFP is available for download from <a href="http://www.omig.state.ny.us/procurements">www.omig.state.ny.us/procurements</a> .
08/15/08 Friday	Questions Due	<b><u>Written inquiries only</u></b> by 12:00 p.m. EST to: Denise Waghorn Associate Administrative Analyst Questions – Contract C200801 Bureau of Budget & Fiscal Management Office of the Medicaid Inspector General 800 North Pearl Street - Second Floor Albany, NY 12204 Fax (518) 408-5005 Email <a href="mailto:dlw03@omig.state.ny.us">dlw03@omig.state.ny.us</a>
08/22/08 Friday	Answers Due	Written responses will be available as a Question & Answer document from the OMIG website no later than 5:00 p.m. EST, or may be obtained by written request to the Designated Contact(s).
09/15/08 Monday	Final Date for Submission of Proposals	Deadline for response to this RFP. All sealed bids MUST be addressed to:  Denise Waghorn Associate Administrative Analyst Bid Proposal - Contract C200801 Bureau of Budget & Fiscal Management Office of the Medicaid Inspector General 800 North Pearl Street - Second Floor Albany, NY 12204  and <b>received by 2:00 p.m. EST.</b> Faxed bids will NOT be accepted.
01/05/09 Monday	Anticipated Start Date	Subject to the required approvals.

## I. INTRODUCTION

### A. Overview of the Office of the Medicaid Inspector General

Chapter 442 of the Laws of New York 2006 gave permanent status to the Office of the Medicaid Inspector General (OMIG). The legislation amended several existing statutes, including the public health, executive, social services, insurance, penal and labor laws in order for the OMIG to accomplish the reform needed to effectively fight fraud, waste, and abuse in the Medicaid system.

The functions of the OMIG include:

- conducting and supervising activities to prevent, detect, and investigate Medicaid fraud, waste, and abuse and, to the greatest extent possible, coordinating such activities amongst:
  - the Department of Health;
  - the Offices of Mental Health; Mental Retardation and Developmental Disabilities; Alcoholism and Substance Abuse Services; Temporary Disability Assistance; and Children and Family Services;
  - the State Education Department;
  - the fiscal agent – Computer Sciences Corporation (CSC) – employed to operate the Medicaid Management Information System;
  - the State Attorney General’s Medicaid Fraud Control Unit;
  - and the State Comptroller;
- pursuing civil and administrative enforcement actions against those who engage in fraud, waste or abuse or other illegal or inappropriate acts perpetrated within the Medicaid program;
- keeping the Governor and the heads of agencies with responsibility for the administration of the Medicaid Program apprised of efforts to prevent, detect, investigate, and prosecute fraud, waste, and abuse within the Medicaid system;
- making information and evidence relating to potential criminal acts, which may be obtained in carrying out our duties available to appropriate law enforcement;
- receiving and investigating complaints of alleged failures of State and local officials to prevent, detect, and prosecute fraud, waste, and abuse; and
- performing any other functions that are necessary or appropriate to fulfill the duties and responsibilities of the office.



The OMIG is headquartered in Albany with regional offices in New York City, White Plains, Hauppauge, Syracuse, Rochester, and Buffalo.

## **B. Purpose of this RFP**

This Request for Proposal (RFP) is seeking proposals for a contractor to conduct all aspects of other available liable third party benefit identification and recovery activities. The primary objective is to identify and maximize private health insurance and Medicare coverage. This will enable the State and local governments to achieve cost avoidance savings and/or recover Medicaid funds. The contractor is expected to perform comprehensive third party identification and post payment recovery reviews. The contractor must have the ability to accommodate process enhancements, improvements, and/or expansion into new work areas to accomplish the mission of the OMIG.

The bidder must satisfy all of the following specifications contained in this RFP including:

- The Third Party Liability (TPL) activities that the current contractor is engaged in as explained in the Detailed Specifications section.
- Fee payment must be one contingency fee percentage to be applied to all recoveries upon both receipt by the Department's finance office and a final determination of liability for such recoveries. Recovery activity beyond \$125 million gross will be subject to the contingency fee percentage plus 1.5%.
- Fee payment for cost avoidance under the Pre-Payment Insurance Verification (PIV) function for updating third party coverage, will be a separate per segment fee.

## **C. Background**

### **1. General**

Medicaid, by Law, is the payor of last resort and all other health care coverage must be exhausted before Medicaid is billed. For years the State and local governments have successfully identified and recovered third party resources to reduce the financial burden to the tax payers for Medicaid recipient's health care and enforced appropriate payee obligations.

Following is a brief description of the methods for identifying other payor sources as well as the use of this information in pre-payment claims processing and post payment review and recovery:

### Identification of Third Party Insurance

Currently, there are two main methods for determining if a recipient has a third party insurance coverage:

1. Identification of insurance during the Medicaid eligibility intake process at the local district; and
2. A State contractor identifies client third party insurance not reported during intake.

Third party insurance coverage (Medicare and/or commercial) should be identified during the intake process at the local districts. Applicants for Medicaid complete an application at the Local Social Services district (LDSS), and identify any third party health insurance coverage they have, including policy information. In addition, a State contractor routinely processes matches with Centers for Medicare & Medicaid Services (CMS) and commercial insurance carriers to identify third party insurance coverage. Unknown third party information identified by the contractor is used to update the client eligibility file with the information.

The information entered in the client subsystem is used by both a Medicaid Eligibility Verification System (MEVS) and during claims processing. Providers are required to determine recipient eligibility for Medicaid by querying the MEVS. The eligibility response the provider receives includes third party liability information, if present.

### Application of Third Party Insurance

Currently, the State uses two approaches to ensure the application of third party coverage for Medicaid recipients: (1) claims processing edits, and (2) post-payment review and recovery.

1. The Medicaid Management Information System (MMIS), eMedNY in New York State, applies edits that identify the existence of recipient other insurance during claims processing. Medicaid claims for these recipients are denied when available third party insurance has not been used. These front-end edits prevent inappropriate payment from being made in cases where a third party carrier could cover part or all of the service provided.
2. A post-payment review of paid Medicaid claims is done by a State contractor who tests claims for the existence of third party payments. The availability of third party insurance for the specific services provided is verified and, where determined appropriate, Medicaid recovery activities are undertaken.

The Bureau of Revenue Initiatives (BRI) is responsible for Medicaid recovery initiatives and cost avoidance when third party resources are available and have not been utilized. BRI utilizes a small internal State management staff,

with the assistance of a nationwide healthcare consulting firm, currently under contract with the OMIG. The functions under this contract currently require re-procurement. The OMIG must ensure that this re-procurement does not delay the identification and updating of available third party coverage as well as continue the post payment activities without loss of recoveries.

To that end, the successful contractor will be required to have third party matching agreements in place, with at a minimum, the insurers that are listed in Attachment 2 of the RFP, and be able to perform all required post payment recovery activities at the start of the Agreement. This will ensure that there is no interruption of updates to third party insurance coverage for Medicaid recipients, therefore allowing a continuous cost avoidance and recovery process. The cost avoidance and recovery processes are crucial to maximize savings and minimize Medicaid expenditures.

Improvements, enhancements and/or variations to these activities may be necessary, at the time of procurement or in the future, for the functions to be up to date and effective. This is a comprehensive contract that involves all aspects of other payor identification and third party recovery efforts related to commercial insurance. TRICARE (CHAMPUS and CHAMPVA), Medicare Parts A, B, and D as well as other requested payment integrity initiatives.

This function requires the resources and technical skills to manipulate large data files and interface with the State's eMedNY computer systems as well as have experience and knowledge in the third party laws and requirements. It is necessary to have expertise and access to the insurance industry and CMS to broker agreements and conduct computer matches to accomplish the verification of third party coverage. A strong provider relations team is also necessary to engage providers with questions and provide clarification regarding work processes. It is also necessary that the contractor work with as little intrusion of State staff as possible, thereby supporting BRI initiatives without increasing the workload of the Bureau or other State units.

More information about the Office of the Medicaid Inspector General can be found on the website [www.omig.state.ny.us](http://www.omig.state.ny.us).

## 2. Definitions

The following definitions will assist the Offerer to understand language that is unique to Medicaid and third party benefit recovery programs.

**Applicant** – Individual applying for Medicaid.

**BENDEX (Beneficiary Data Exchange)** – A file used in a data exchange match between the Department of Health and the Social Security Administration providing information regarding persons receiving Social Security benefits including accretions and deletions to the file.

**Carrier File** – The file maintained on eMedNY of all known insurance carriers and containing the addresses for billing purposes.

**CMS (Centers for Medicare and Medicaid Services)** – The Federal agency responsible for supervision of the States' Medicaid program.

**CIN (Client Identification Number)** – A unique identifier established for persons applying for Medicaid.

**CHAMPUS/TRICARE (Civilian Health and Medical Program of the Uniformed Services)** – A program that provides coverage for medical care provided to certain veterans of the armed services and their dependents.

**CSC (Computer Sciences Corporation)** – New York State's current Medicaid fiscal intermediary.

**Direct Billing Claims** – Paid claims, generally fee based, with third party involvement, where it is necessary to directly bill the insuring agent for reimbursement.

**Eligibility File** – Computer file of all individuals eligible for Medicaid payment of their medical expenses.

**eMedNY** – The current system for the Medicaid Management Information System (MMIS) that pays Medicaid claims from providers and provides reporting and statistics for management purposes.

**EPIC (Elderly Pharmaceutical Insurance Coverage)** – A New York State sponsored prescription plan for older adults. To be eligible, participants must be at least 65 years of age or older, must be a resident of New York State, and must not exceed certain income guidelines.

**EOB or EOMB (Explanation of Medical Benefits)** – A report of the medical benefits paid or reason for non-payment for a medical service.

**Fee Based Claims** – Claims for which Medicaid has established a set fee on a Statewide basis rather than a rate for each provider. Fees are established for services provided by non-institutional medical providers.

**LDDS (Local Department of Social Services)** – The agency in the county that administers the Medicaid Program.

**MEVS (Medicaid Eligibility Verification System)** – An electronic system for verifying information on clients through the use of point of service devices, audio response (telephone) PC to host and host to host connection. Information returned to the provider includes Medicaid eligibility, coverage, and health insurance/Medicare entitlement. Other programs supported through MEVS are service authorizations, Drug Utilization Review, and local district managed care enrollment.

**MMIS (Medicaid Management Information System)** – The automated system previously used to process claims and to generate management and surveillance data for the Medicaid Program.

**Mobius Reports** – Reports generated by the DOH eMedNY system for various statistical and data processing results for the purpose of monitoring or accounting for updates, corrections or suspected errors.

**OHIP (Office of Health Insurance Programs)** – The Office in the Department of Health responsible for program and policy of the Medicaid Program.

**OMIG (Office of the Medicaid Inspector General)** – The State office responsible for the process of detecting and combating Medicaid fraud, waste, and abuse and maximizing the recovery of improper Medicaid payments.

**Provider Based Recoveries** – Recoveries made directly from providers for rate based claims. Providers are required to bill insurers directly and reimburse Medicaid for previously paid claims.

**Rate Based Claims** – Claims for which Medicaid has an established rate rather than a set fee. Rates are generally established for services provided by institutional medical providers.

**Recipient** – Individual who has been determined eligible to receive Medicaid benefits.

**RFP (Request for Proposals)** – A formal solicitation of proposals to perform specified contractual functions.

**SURS (Surveillance and Utilization Review System Claim File)** – An extract file containing information on Medicaid paid claims during the most recent 12-month period.

**TPF (Third Party File)** – A file containing the third party insurance and Medicare coverage for Medicaid recipients.

**TPL (Third Party Liability)** – Includes any individual, entity or program that is or may be liable to pay all or part of the expenditures for care and service furnished under the Medicaid program.

**US DHHS (United States Department of Health and Human Services)** – The United States government's principal agency for protecting the health of all Americans and providing essential human services.

### 3. Identification of TPL to Avoid Cost of Claims

The OMIG complies with Federally mandated cost avoidance requirements to deny and avoid the cost of claims when there is a known third party liability

available to provide payment. These third party liabilities are identified with an insurer code and are maintained on the eMedNY payment system. They are added to this database by the LDSS as a result of its investigation following recipient eligibility interviews or by the State/contractor after matching Medicaid recipient files with insurance carriers, Medicare, and other TPL files. Responsible relatives (usually absent parents) are also matched with insurance carrier files.

The insurance identification and verification processes are crucial to maximize savings and minimize unnecessary Medicaid expenditures. These processes provide identified and verified third party carrier specific eligibility information to the front-end of the State payment system.

#### **4. Medicaid as Payor of Last Resort**

Under the Code of Federal Regulations 42CFR and New York State Title 18 NYCRR 540.6, third party liability (TPL) benefits including; health, hospital, assignable income protection, accident insurance benefits, Medicare, etc., generally must be exhausted before Medicaid makes any payment. Exceptions are made for prenatal and preventive pediatric care, good cause recipients or for medical care provided at a time when the source of payment may be in question, as in automobile insurance settlements. Benefits are available through a wide variety of sources, including employers, unions, colleges, fraternal organizations, liability carriers, court actions, private insurers, or the Federal government – Medicare and TRICARE (CHAMPUS, CHAMPVA).

If it is determined that Medicaid benefits that have already been paid could have been covered by a third party, the State, and/or LDSS may exercise its right to recover the payment through subrogation (NYCRR Title 18 §542) for up to three years, effective 1/1/06, after the medical service has been rendered.

#### **5. Medicaid Provider Responsibilities**

Prior to billing Medicaid, providers are required to access the Medicaid Eligibility Verification System (MEVS). During this access, the provider determines if the recipient is eligible for Medicaid on the date of service and also learns if a third party resource is available and, if so, what services may be covered. If a third party may cover the provider's service, then the provider will not be paid by Medicaid unless there is evidence on the claim that the third party has been billed first. If there is no indication on MEVS that third party coverage is available for that service, a bill can be submitted directly to Medicaid for payment. Also, providers who have received payment from a third party resource after Medicaid has paid are required by law to reimburse the State within 30 days of receipt of payment. Once the State identifies a third party resource and the provider is notified, they are required by law to pursue payment from the source. The State has subrogation rights and can pursue payments retroactively for three years from the date of service.

## **6. Estates and Casualty Recoveries**

Inpatient hospital claims with discharge dates for Medicaid recipients who are hospitalized for more than two days are reviewed on a monthly basis for trauma diagnosis codes that are used for determining potential casualty situations. The Department of Health (DOH) conducts this activity to assist LDSSs. When one of the high probability diagnosis codes is identified on a claim, it is put on the TPL Accident and Casualty Report which is made available to the LDSSs for their follow up.

For recovery of Medicaid payments that have already been made, the LDSS files liens pursuant to §104-b of the New York State Social Services Law. To supplement this activity, the DOH matches its recipient eligibility file to a file provided monthly by Insurance Services Office, Inc. which is a Personal Injury Clearinghouse (PIC). Matched records are forwarded to the LDSS where these records are reviewed and used for the investigation of potential liability for recoveries from various types of accidents (motor vehicle, work related, etc.).

The Estate Detection Report alerts LDSSs of the death of Supplemental Security Income (SSI) recipients who have a property resource listed on the State Data Exchange (SDX).

Note: The 2008-2009 Budget amended §369 of the Social Services Law to allow the DOH to “recover the cost of medical assistance furnished” pursuant to the aforementioned Estates and Casualty Recovery areas (§104 and §104.b of the Social Services Law). The DOH is “authorized to contract with an entity that shall conduct activities on behalf of the DOH”. This is currently an LDSS responsibility, however, the contractor should have the ability to perform these activities in the future if the State chooses.

## **7. Pertinent Statistics**

New York State’s Medicaid claims processing system, eMedNY, is a state-of-the-art computer system implemented in March 2005. This is the only Medicaid claims processing system in the country that is operational 24 hours a day, seven days a week; it is both large and complex, made up of 11 subsystems, hundreds of modules and over 16 million lines of code. Owned by New York State, the system was developed and is operated by Computer Sciences Corporation (CSC) as a fiscal agent under contract with New York through June 2009, under the direction of the Office of Health Insurance Programs (OHIP), including on-site DOH staff from the Division of Information Technology’s eMedNY Bureau.

eMedNY processes more than 100 million eligibility verification requests, 350 million claims and payments in excess of \$43 billion annually for New York Medicaid providers. The system supports Statewide eligibility verification, claims processing and the New York Medicaid Web site. Additionally, the call center handles and receives nearly a million telephone calls a year from Medicaid providers, and the claims processing unit performs digital imaging

and data conversion of paper documents. The critical systems, including eligibility verification, service authorization, and pharmacy claims processing, are provided on a 24 hours a day, seven days a week basis. More than four million recipients receive health services through this program, and more than 60,000 medical providers participate (although about 150,000 are enrolled) in providing their services. Also, there are over 8,700 system users.

More information on eMedNY can be found on the website [www.eMedNY.org](http://www.eMedNY.org).

The following statistics provide information concerning the size of the New York State Medicaid Program and third party recovery activities.

a. Program Data (as of January 2008)

Medicaid Recipients	4,084,843
Medicare Part A Only	8,624
Medicare Part B Only	27,562
Medicare Parts A & B	610,525
Insurance	301,080

b. Cost Avoidance Data (April 2006 – March 2007)

Cost Avoidance from Paid Claims	= \$ 4,191,708,352
Cost Avoidance from Denied Claims	= \$ 1,465,494,292

c. Recovery Data

SFY 2004-05	= \$ 81,787,209
SFY 2005-06	= \$ 65,959,220
SFY 2006-07	= \$ 128,520,378

d. Prepayment Insurance Verification - Commercial Insurance & Medicare Adds

SFY 2004-05	= 67,193
SFY 2005-06	= 149,708
SFY 2006-07	= 175,071

**D. Bidder's Conference**

No Bidder's Conference will be held regarding this RFP. Prospective Offerers may submit questions in an acceptable format (as listed in the RFP) prior to the due date listed in this RFP.



### E. Designated Contacts/Questions

All inquiries concerning this RFP must be addressed to one of the following Designated Contacts:

Stephanie Sparhawk	Denise Waghorn
Contract Management Specialist	Associate Administrative Analyst
Bureau of Budget & Fiscal Management	Bureau of Budget & Fiscal Management
Office of the Medicaid Inspector General	Office of the Medicaid Inspector General
800 North Pearl Street - Second Floor	800 North Pearl Street - Second Floor
Albany, New York 12204	Albany, New York 12204
Fax: (518) 408-5005	Fax: (518) 408-5005
E-Mail: sis02@omig.state.ny.us	E-Mail: dlw03@omig.state.ny.us

**Only questions received during the Question and Answer period (as outlined in the RFP Calendar) will be addressed. All questions relating to this RFP or contract process should be addressed to one of the designated contacts. Questions should be submitted in writing via fax, mail, or e-mail, citing the particular section/paragraph. No telephone questions will be answered. Official answers to the questions will be generated and mailed to all vendors who received this RFP from the OMIG, by the date indicated in the RFP Calendar.**

## **II. TECHNICAL REQUIREMENTS**

No oral statements of any person shall modify or otherwise effect the terms, conditions or specifications noted herein or in the contract for the service. Any amendments to this RFP that may be necessary will be issued in writing.

### **A. Services to be Provided**

#### **Specific Medicaid Match & Recovery (MM&R) Activities and Scope of Work**

The objective is to maximize cost avoidance and third party recoveries from all sources to ensure Medicaid is payor of last resort. The contractor will be required to perform the following functions to enhance and supplement the OMIG with minimal impact on State staff and resources.

All contractor functions and procedures must be in full compliance with Federal and State laws and regulations. The contractor must have the technical capability to interface with necessary computer systems in specified formats necessary to accomplish third party recoveries. This also requires online FTP transfers of large data files, software development, systems compliance, and various media transfers of data in a secure environment (see Attachment 1 for a listing of data files used in the third party identification and recoveries process).

There must also be online Internet website capability for distribution of audit reports to providers, comprehensive reporting, insurance verifications, research and tracking of functions for the OMIG and other State and local government offices.

#### **1. Pre-Payment Insurance Verification**

This activity is the foundation of our cost avoidance efforts. By identifying third party coverage and updating the Third Party File on eMedNY prior to payments made by Medicaid, claims are rejected until third party resources are utilized.

Liabile third parties are added to the eMedNY database after matching Medicaid recipient files with commercial insurance, Medicare, military, and any other available Third Party Files. The contractor must have the technical ability to match with private insurance carriers, employment unions, military, and State agency databases.

The contractor must be able to verify insurance segments with a high rate of proficiency, performing quality control steps to ensure that the most current and accurate data is added to the file on a timely basis. These processes provide identified and verified third party carrier-specific eligibility information to the front-end of the State payment system for categories of service including major medical, dental, prescription drug, and optical claims. The Third Party File matches described above are the source of this information and in addition may be supplemented by any other expertise, enhancements, or new resources a contractor can provide.

To accomplish this, the contractor must possess the following capabilities:

- direct inquiry to insurance carriers
- conduct employer surveys
- online electronic capabilities
- a highly accurate quality control process
- proficient providers relations staff
- Local District and Other State Agency interaction capability
- meet eMedNY system specifications for updating and corrective action
- reconcile weekly loads to the eMedNY third party database with output reports

The contractor must have carrier matching agreements in place, at minimum, with the insurance carriers listed in Attachment 2, prior to the start of the contract. Additional commercial insurance carriers nationwide are currently matched under agreements with the existing contractor as well as TRICARE/CHAMPUS and CHAMPVA. Medicare matches are conducted utilizing the Federal Eligibility Data Base Finder File (EDB), BENDEX, SDX, Medicare Part B Buy-in files and Medicare Part D data to identify Medicare coverage. State Wage File and National New Hire Files are matched and employee surveys are sent to employers of absent parents and recipients who are not currently identified on eMedNY as having health insurance coverage.

The contractor is expected to commence this activity at the start of the contract without loss or interruption of this third party cost avoidance function.

In addition to Medicaid, the current contract includes Medical Support Enforcement data matching for the IV-D program in the Office of Temporary & Disability Assistance.

In April of 2005, DOH entered onto a Memorandum Of Understanding (MOU) with OTDA for the purpose of identifying health insurance information for children receiving child support services under Title IV-D of the Federal Social Security Act. This activity was implemented at no cost to DOH and generates Medicaid cost saving through the identification of Medical Support for Medicaid eligible children.

The current vendor coordinates the delivery, receipt, and management of all files needed for processing and conducts the required monthly matches and verifications. Not only does coordinating this effort through one vendor significantly ease the workload and resource burden on Medicaid and Child Support, it also saves the State money by only paying for the information one time, versus having each agency possibly pay a different vendor for the same effort. The ability to provide like services to this program under a single contract has provided economies and efficiencies during a time of limited staff resources and has prevented duplication of administrative effort regarding procurement and contract oversight. This procurement seeks to continue this additional program effort.

Subsequent to this award, the contractor should have the ability to perform similar data matching activity for additional State programs if the State chooses.

## **2. Third Party Retroactive Recovery Projects**

A comprehensive periodic retroactive recovery process must be in place as the primary part of the OMIG's efforts for recovery of Medicaid expenditures.

The recovery process utilizes many sources such as; known third party liability (eMedNY) that has been identified through various means including local district input, matching with the Social Security Administration and the contracted Third Party File matches (commercial insurance companies, military carriers, State and Federal files, and input from employers, etc.). The updated Third Party File is matched against the eMedNY claims extract file to identify claims for which potential or verifiable third party liability exists.

The claims are separated into rate based claims and fee based claims. Rate based claims, primarily for inpatient and clinic services are printed with insurance information on audit report letters that are sent to providers. The audit letter instructs providers to bill the insurance carrier and submit to the contractor - within 90 days - documentation of a denial or indicate they have voided/adjusted the Medicaid claim. The provider may also remit a check or allow the contractor to submit the claim to eMedNY for voiding/adjusting. The contractor must maintain an accounts receivable database tracking system to manage the recovery system and interface with eMedNY to process the voids and adjustment recoveries.

Fee based claims (i.e., practitioner, laboratory and pharmacy claims) with potential third party coverage are directly billed to the insurance carriers by the contractor.

Claims direct billed to carriers are payable by check to NYSDOH and are mailed or electronically transferred to a designated bank account maintained by the contractor. The accounts receivable system is also used to track all directly billed claims.

The contractor must maintain a Provider Relations Unit with professional staff required to perform the following tasks:

### **a. Retroactive Third Party Recoveries:**

- Train and supervise clerical and line staff in the provider relations and recovery functions, State regulations, policies, and processes.
- Review provider responses including EOMBs, documentation, refund request for all or part of the Medicaid payment, remittance statements, and any other documentation the provider may submit refuting third party liability.

- Determine incomplete or inadequate responses resulting in the provider being notified in writing that the claim remains in a void status. Based on the adequacy of the provider documentation, updates are made to the database to preclude voiding of claims where no third party coverage exists.
- Respond to provider inquiries regarding the initial mailings and provide explanations before and after the Medicaid recovery has occurred.
- Investigate and resolve provider disagreements resulting from voiding of claims.
- Perform queries of the third party database as requested or necessary.
- Prepare void and adjustment files for eMedNY submission and fiscal reporting.
- Reconcile void and adjustment files to eMedNY output reports.
- Troubleshoot with OMIG and DOH staff to accurately make recoveries and adjustments to provider claims to maintain the integrity of the eMedNY claiming system.
- Investigate and resolve denial reasons such as:
  - Untimely filing
  - Duplicate claim/payment
  - Client not eligible at time of service
  - No prior authorization
  - Formulary not on file, etc.

In addition to Medicaid, the current contract includes third party recovery for the NYS Elderly Pharmaceutical Insurance Coverage (EPIC) program.

The passage of legislation in 2003 designated the EPIC program as a “payor of last resort”, similar to the Medicaid program. This scope of work is consistent with the Medicaid effort.

The current vendor coordinates the delivery, receipt, and management of all files needed for processing and conducts the required monthly matches, verifications, and recovery efforts. Coordinating this effort through one vendor significantly eases the workload and resource burden on the EPIC program and saves the State money by only paying for the recovery one time, versus having each agency possibly pay a different vendor for the same effort. The ability to provide like services to this program under a single contract has provided economies and efficiencies during a time of limited staff resources and has prevented duplication of administrative effort regarding procurement and contract oversight. This procurement seeks to continue this additional program recovery effort.

Subsequent to this award, the contractor should have the ability to perform similar recovery activities for additional State programs if the State chooses.

#### **b. Direct Billing**

- The contractor bills the liable third party directly for all services paid by Medicaid during a period when the individual had coverage, and posts those billings to an accounts receivable system.
- Direct billing recoveries by checks are directed through a State-controlled lock box arrangement with a local bank and the contractor.
- The contractor accounts for all claims on its accounts receivable system, and posts payments received. State staff reconciles the bank statements and approves fee payments based on verified recovery amounts. The State will arrange for periodically sweeping funds from this account or other transfer arrangement.
- Investigate and resolve denial reasons such as:
  - Untimely filing
  - Duplicate claim/payment
  - Client not eligible at time of service
  - No prior authorization
  - Formulary not on file, etc.

#### **c. Estate Recovery**

The contractor should show the capability of performing estate recovery work using a statewide centralized process and/or the ability to perform this work for specific clusters of counties.

#### **d. Accident & Casualty Recovery**

The contractor should show the capability of performing accident & casualty recovery work using a statewide centralized process and/or the ability to perform this work for specific clusters of counties.

### **3. Payment Integrity**

We have currently developed Payment Integrity initiatives of claims for Skilled Nursing Facilities, Hospice and Credit Balance reviews. Other areas under development are Medicare (Part B, Part D, and DMERC) direct billings analysis.

This initiative will review potential duplicate payments, overpayments, and any third party or other related payment discrepancies identified through the additional forensic analysis of provider or direct billing denials that may have resulted in inappropriate Medicaid payments.

This area will also be expanded to support the finding of the Medi-Medi Project. The Medi-Medi project is a Centers for Medicare & Medicaid Services (CMS) sponsored partnership between Medicaid and Medicare that enhances collaboration and reduces fraud, waste, and abuse (FWA). Medi-Medi matches Medicaid and Medicare data in order to identify improper billing and utilization patterns that are not detected when the programs are reviewed in isolation.

It includes State, regional, and national efforts and requires collaboration among State Medicaid agencies, CMS, and State and Federal Law enforcement officials. Medi-Medi provides an opportunity to identify fraud, waste, and abuse across Medicare and Medicaid that would otherwise go undetected when reviewing each program in isolation. Given the breadth of the Medi-Medi mandate, programs have been able to identify a wide variety of FWA. Examples include: fraudulent providers intentionally over-billing the programs; provider education issues that result in significant but unintentional abuse; and, systematic problems that leave the programs vulnerable to overpayments. In many cases, the fraud or abuse identified has resulted in case referrals to law enforcement agencies for further investigation.

## **B. Contract Format and State Oversight**

Each function contracted will be evaluated and managed through separate project modules (prepared jointly by the OMIG and the contractor) to provide flexibility for modifications through the use of a detailed work plan submitted by the contractor on a time frame determined by the OMIG. The project module(s) description will be included in the contract. A project module will include an objective, general requirements, scope, prohibitions, criteria, specifications, method of recovery, reimbursement and impact of Federal and State audits.

Prior to actual work engagement, the contractor will provide a detailed work plan that identifies the project manager and staff assigned as well as describing the detailed steps, geographic location, required local district interface, other State agency involvement, and any and all other facets of the project. A work plan may be disapproved or modified if the OMIG determines that such a plan will interfere with existing or planned State or other contractor revenue initiatives or may threaten the receipt of Federal financial participation for ongoing State activities. An approved work plan will clearly identify the scope of work, detailed steps, and the time periods for review. The contractor's scope of work is limited to activities strictly stated and authorized in the approved plan. The scope of work may be changed by the OMIG, in writing, as determined by and in the best interests of the OMIG. Work plans will be reviewed and approved prior to the start of each activity. No claim or invoice will be submitted or paid unless an approved current work plan is on file with the OMIG.

Detailed work plans for additional TPL or non-TPL related payment integrity recovery activities not expressly identified in this RFP can be submitted at anytime during the life of the contract resulting from this RFP and will be evaluated by the OMIG on a plan by plan basis.

A written report of progress, project status, and accomplishments will be required to be presented during a periodic face to face meeting to be held at the OMIG or alternate site approved by the OMIG. The successful bidder will be required to establish and maintain an office within a 10 mile radius of the OMIG's Albany office. Reports, analysis, proposals or files of data, in formats specified by the OMIG, may also be requested.

The selected contractor(s) must be able to submit claims for voiding and adjusting original paid claims in accordance with eMedNY specifications, requirements, and time frames.

Any checks received by the contractor(s) must be submitted in accordance with DOH/OMIG specifications. Moneys collected under this contract must be deposited in accordance with the rules and regulations of the Office of the State Comptroller. Specifically, 2NYCRR (Audit and Control) §14/3 provides: "Moneys received by any State agency for subsequent payment into any fund in the custody of the State Treasury, and moneys received by custodian of special funds in which the State has an interest, direct or indirect, or under the control of the State, shall be deposited, daily if possible, and not later than once a week, in a bank or trust company of the State. When required by law (see State Finance Law §§105 and 106), such deposits shall be in a depository approved by the Comptroller and shall be secured by bonds. Moneys include cash, checks, bond coupons, etc. All such receipts shall be deposited in a bank, and any payments therefrom, if authorized, shall be only by check on the bank of deposit."

The State will arrange for periodically sweeping funds from this account or other transfer arrangements.

The New York State DOH is re-procuring the Medicaid payment system – eMedNY. Accordingly, the contractor selected as a result of this RFP must be prepared to modify its systems interaction to conform with current and /or subsequent modified requirements of the replacement Medicaid payment system. Therefore, the OMIG reserves the right to modify, enhance or eliminate related tasks contracted under this contract and to consider renegotiation of the fee, if necessary.

All data furnished by the DOH and the OMIG can only be used for the express purpose of completing the work approved by the OMIG. The data to be provided by the DOH will be at a minimum, the data files listed in Attachment 1.

### **C. Qualifications of Offerers**

A qualified Offerer must:

- Demonstrate successful experience in performing comprehensive third party coordination of benefit and retroactive recovery services for Federal, State or local governments for a minimum of five years;



- Demonstrate knowledge of successful data matching and verification techniques, recovery project development and implementation, direct billing capability and payment integrity project development and implementation.
- Demonstrate information technology capability necessary to accomplish the project scope.

#### **D. Disaster Recovery**

The contractor agrees to provide the OMIG with access to any and all plans for disaster recovery and internal controls relevant to the services to be provided if requested. The contractor shall provide the OMIG with access to the results of any tests of the contractor's disaster recovery facilities conducted by the contractor or any third party if requested.

#### **E. Subcontracting**

Subcontracting will be permitted only with prior written approval from the OMIG. Offerers must warrant in the Transmittal letter that they will not delegate or subcontract their responsibilities under the contract without prior written approval from the OMIG.

#### **F. Contract Term**

This Agreement shall be effective upon approval by the NYS Office of the State Comptroller.

The contract resulting from this RFP is expected to be for a six-year term with a one-year extension, at the discretion of the OMIG.

This Agreement may be canceled at any time by the New York State Office of the Medicaid Inspector General giving to the contractor not less than thirty (30) calendar days written notice that on or after a date therein specified this Agreement shall be deemed terminated and canceled.

#### **G. Payment**

Contractor shall submit invoices to the following address:

Jeff Flora  
Office of the Medicaid Inspector General  
800 North Pearl Street  
Albany, NY 12204

Payment of such invoices by the State (New York State Department of Health) shall be made in accordance with Article XI-A of the New York State Finance Law.

### III. THE PROPOSAL

#### **PLEASE PROVIDE THE INFORMATION IN THE SAME ORDER IN WHICH IT IS REQUESTED.**

To expedite the review of the proposals, all documents and technical information should be submitted in one binder with tabs in the order and format specified within the RFP. The binder should not include financial statements or the *Financial Proposal Bid* (Attachment 3g). Financial statements and the *Financial Proposal Bid* should be separately bound and placed in a sealed envelope. No information beyond that specifically requested is required.

Prepare your proposal on the forms provided. Proposals and other forms must be signed by an official of your firm authorized to sign contracts and bind the firm. Offerers must respond to each and every specification stated in this RFP. Moreover, Offerers must list, cross-reference and clearly explain any and all exceptions and/or alternatives and/or caveats to any item contained in this RFP in the *Comments and Limitations* section of their Technical Proposal.

A proposal that does not comply with the requirements and which does not include all the information requested may be negatively affected in the overall evaluation and could be subject to rejection.

#### **A. Proposal Format**

Proposals are to be submitted in binders with each numbered item listed below as a separate section marked with index tabs as section dividers. Each proposal must be numbered consecutively. Appendices do not need to be numbered. Attachment 3g, the *Financial Proposal Bid*, should be in a separate sealed envelope and included with the proposal. Addenda and Technical Publications should be at the end of the proposal. Use the following format as your Table of Contents:

##### **1. Title Page and Table of Contents**

The *Title Page* should identify the RFP (Medicaid Match & Recovery Project) for which the proposal is being submitted; the Offerer's name; and the name, address and telephone number of the Offerer's contact person(s).

The *Table of Contents* should identify each major section of the proposal, according to this proposal format.

##### **2. Transmittal Letter**

The *Transmittal Letter*, which shall be considered an integral part of the proposal, shall be signed by the individual or individuals authorized to bind the Offerer contractually. This transmittal letter must indicate the signer is so authorized to sign the proposal and the contract, and the title or position the signer holds in the Offerer's organization. An unsigned proposal may be rejected. The letter shall also contain the following:

- a. The Offerer's understanding of the work to be done and all of the RFP requirements, and how the Offerer can accomplish this effort, as well as the Offerer's commitment to performing the work as expeditiously as possible.
- b. A statement to the effect that the fee quoted in the Fee Schedule Proposal constitutes a firm and irrevocable offer for one-hundred-eighty (180) days.
- c. A statement that the Offerer is in compliance with or meets all Offerer Certification Requirements (Section V.B.).
- d. The names, titles, addresses, and telephone numbers of the persons authorized to make representations for the Offerer and bind the Offerer if other than the contact person identified on the title page.
- e. A statement as to the willingness of the Offerer to enter into a contractual agreement containing at a minimum, those terms and provisions identified in this RFP. Any exceptions to these terms and conditions must be explicitly stated in a separate section of the Offerer's proposal.

### **3. Statement of Understanding**

State in concise terms the Offerer's understanding of the activity to be performed by the vendor and the role the vendor is expected to perform (using Statement of Understanding Attachment 3a).

### **4. Company Background / Technical Expertise**

Provide a background description of the Offerer, including, but not limited to, the following:

- a. A description of the Offerer's organization, headquarters, and branch office locations, parent and subsidiary organizations, and the relationship between the Offerer's organization and any parent or subsidiary. The Offerer must include the number of years the organization has been in the business of identifying other liable third party resources, recovering third party payments and conducting payment integrity initiatives (using Organizational Description Attachment 3b).
- b. An organization chart showing the structure of the Offerer's organization and specific areas of responsibility for all staff associated with this project (using Organization Chart Attachment 3c).
- c. The full name and address of any organization with which the Offerer will subcontract for any services provided in the MM&R Project and the mechanisms for assuring its effective and efficient operations. List responsible officers of each subcontractor, including those individuals

authorized to negotiate for the subcontractor. List any financial interest the Offerer has in the proposed subcontractors. Evidence of a potential subcontractor's willingness to participate in MM&R and enter into subcontractual arrangements must be included (using Organization Subcontractors Attachment 3d).

- d. Provide the following information: Financial statements (bound separately) for the last two available fiscal years, including income/operating statements, balance sheets, statements of cash flow, footnotes, and auditors' statements to financial statements. If available, audited statements are required. Otherwise, reviewed statements are acceptable. Compiled statements are not acceptable.

If audited or reviewed statements are not available, provide Federal tax returns for the last two available fiscal years that include income statement and balance sheet information and supporting schedules. Do not submit State tax returns. Vendors should also provide their Dun & Bradstreet Number, if available.

If the vendor is not a publicly held company and you wish your financial statements to remain confidential, you must include a written request to exempt this information from disclosure when you submit your financials with your proposal. The request will be reviewed and a determination made in accordance with State law with respect to such disclosures, including the Freedom of Information Law.

## 5. Description of Proposed Services

While it is understandable that Offerers cannot submit a work plan detailing how services as required in this RFP would be performed, it is possible for the Offerer to describe their past experience providing generally similar services. No references to the dollars or fee amounts are to be included in the work plan.

Include the following information:

- Describe in detail the Offerer's prior MM&R experience/projects. The experience/projects referenced should substantiate the Offerer's qualifications and capabilities to perform the scope of MM&R work. Describe any technologies, special techniques, skills or abilities that the organization considers necessary to accomplish the MM&R Project requirements. Describe the work experience and other relevant background of up to five key individuals who will be assigned to work under the contract resulting from this RFP, and provide references who can provide verification that may be contacted by the State.
- The projects referenced in the descriptions above must be identified and the name of the customer shown, including the name, address, and

telephone number of the responsible official of the customer, company or agency who may be contacted by the State.

- List the five largest (e.g., largest health and human services program, longest duration) projects the Offerer has performed for a government organization similar to those required by this MM&R Project. For each of these projects:
  - Reference names and telephone numbers of the customer to contact for confirmation of the project performed by the Offerer, its scope and the Offerer's quality of work.
  - Describe the project(s) and the project goals, summarize the project results, and describe the resources expended on the project. The Offerer must include quantitative data, such as the claims reviewed and recovered savings (using Qualifications and Experience Form Attachment 3e).

## 6. Overall Scope of Work Narrative

Describe how the Offerer foresees accomplishing the scope of work for the six (6) specific tasks described in Section II (A.1., A.2., and A.3.) using Overall Scope of Work Narrative (Attachment 3f).

1. Pre-Payment Insurance Verification;
2. Third Party Retroactive Recovery Projects;
  - Retroactive Third Party Recoveries
  - Direct Billing
  - Estate Recovery
  - Accident & Casualty Recovery
3. Payment Integrity.

## 7. Financial Proposal

*Financial Proposal Bid Form*

Complete the *Financial Proposal Bid* form (Attachment 3g) and submit it only with your Financial Proposal, not with your Technical Proposal.

Payment to the contractor will be made on a contingency fee basis as a percentage of gross Medicaid recoveries resulting from the contractor's activities, upon both receipt by the Department's finance office and a final determination of liability for such recoveries. Payment will be made to the contractor based upon the actual recoveries received, either through checks or adjusted/voided claims, and validated by the DOH.

Payment for PPIV activity will be a separate per segment fee.

Payment of such invoices by the State (NYS Department of Health) shall be made in accordance with Article XI-A of the New York State Finance Law.

The *Financial Proposal Bid* (Attachment 3g) must contain **one contingency fee** to be paid the vendor for all MM&R recoveries, as well as **a separate per segment fee for PPIV activity**.

## **8. Statement of Competing Commitments**

Each Offerer must provide a Statement of Competing Commitments, a list of any contractual obligations they have entered into which requires effort on the part of their key personnel during the period in which these personnel will be working on the contract resulting from this RFP.

## **9. Comments and Limitations**

Any exceptions, caveats or additional information to the Offerer's responses to specifications in this RFP must be listed and cross-referenced to the response to which it applies and clearly explained.

## **10. Standard Clauses for New York State Contracts, Appendix A**

## **11. Omnibus Procurement Act of 1992, Appendix B (signed and dated)**

## **12. Statement of Non-Collusion, Appendix C (dated, signed and notarized)**

## **13. MacBride Fair Employment Principles Certification, Appendix D (completed, dated and signed)**

## **14. Vendor Responsibility Questionnaire, Appendix E (completed, dated, signed, and notarized)**

## **15. Procurement Lobbying Legislation, Appendix F (completed, dated, and signed)**

## **16. Contractor Consultant Law (Forms A and B), Appendix G (completed, dated, signed, and notarized)**

## **17. Federal Health Insurance Portability and Accountability Act (HIPPA) Business Associate Agreement, Appendix H**

## **18. New York State OMIG Bid Form (completed, dated, and signed), Appendix I**

## **19. New York State Tax Law §5-a, Appendix J**

## **20. MM&R Data Files, Attachment 1**

## **21. MM&R Matching Carriers, Attachment 2**

## 22. Vendor Completion Forms, Attachment 3

- Statement of Understanding (a)
- Organizational Description (b)
- Organization Chart (c)
- Organization Subcontractors (d)
- Qualifications and Experience (e)
- Overall Scope of Work Narrative (f)
- Financial Proposal Bid (g)

The *Financial Proposal Bid* must be bound and placed in a sealed envelope separately and enclosed with the Proposal.

### B. Proposal Submission

**One original and five (5) copies of the proposal**, including **everything** in the original (forms, the *Financial Proposal Bid*, text and narrative sections and **all** attachments) are to be submitted; all copies should have original signatures. The original should be so marked.

The proposal and all copies must be submitted in a **sealed** envelope or other container and **MUST** be clearly marked on the outside, as follows:

**FORMAL PROPOSAL  
C200801  
MEDICAID MATCH & RECOVERY PROJECT**

and sent to: Denise Waghorn  
Associate Administrative Analyst  
Contract C200801  
Bureau of Budget & Fiscal Management  
New York State Office of the Medicaid Inspector General  
800 North Pearl Street - Second Floor  
Albany, NY 12204

**To be considered**, proposals must be received by the date and time indicated in the *RFP Calendar*. Offerers are responsible for seeing that proposals are submitted and delivered on time. Consideration will be given only to complete and timely proposals. Proposals received after the deadline may not be opened. Faxed or electronically transmitted proposals will **NOT** be accepted.

Those firms who wish to remain on the OMIG's bidders' list should also submit the *Proposal/No Proposal – Offerer's List Update* form. (Firms submitting bids are not required to return this form.) All Offerers who do not submit either a proposal or a No Proposal form will be removed from the OMIG's bidders' list.

#### **IV. METHOD OF EVALUATION AND CRITERIA**

As required by the New York State Finance Law, §163, the award(s) will be made on the basis of best value (the proposal which optimizes quality, cost, and efficiency) to responsive and responsible Offerer(s), as determined in the evaluation process. The contract(s) will not be awarded on the basis of low bid. However, the Offerer(s) with the low bid(s) may be awarded a contract if it provides the best value, as defined above.

All proposals received will be reviewed and evaluated by a committee of the OMIG personnel hereinafter referred to as, "The OMIG Proposal Evaluation Committee." The committee will recommend the award be made to the Offerer(s) whose proposal receives the highest overall evaluation score(s) based on the criteria stated herein in each category.

The OMIG reserves the right to award the contract based solely on paragraph A below. However, the OMIG may request, at its sole discretion, that evaluators interview and evaluate vendors' staff as stated in paragraph B below.

Offerers may be requested by the OMIG to clarify the contents of their proposals. Other than to provide such information as may be requested by the OMIG, no vendor will be allowed to alter its proposal or add new information after the final filing date and time.

The ability to perform the services is most important in evaluating proposals. The evaluation criteria are listed below in order of importance to the OMIG.

##### **A. Evaluation Criteria**

1. Capability of the Offerer to perform the required services at the time of the proposal, demonstrated ability to recruit and retain qualified staff for similar services, and the Offerer's experience in providing services of a similar or greater scope. References will be verified and included in the overall evaluation. The qualifications, experience, and overall work narrative will be evaluated. Evaluation of the Technical Proposal will be worth 80% of the overall score.
2. Total cost to the OMIG will be worth 20% of the overall score.

In addition, proposals will be evaluated for existing or potential conflicts of interest, for financial and operational stability, for adequacy and completeness, and to determine that all requirements of the RFP have been met. The OMIG reserves the right to disqualify an Offerer if, in the OMIG's sole opinion, the proposal does not pass the evaluation for any or all of the evaluation criteria.



## **B. Method of Award**

### 1. Vendor Selection

This is a competitive procurement that will result in a contract to implement the MM&R Project. At the sole discretion of the State, any and all proposals may be rejected.

### 2. Evaluation Committees

The proposals will be evaluated by the Technical Evaluation Committee and Financial Evaluation Committee made up of State government staff experienced in Medicaid Match & Recovery and contract management. Both Committees will independently recommend the proposal that best meets the requirements of the State to the Selection Committee.

### 3. Selection Committee

The Selection Committee, comprised of State government managers, will select the vendor based on its review of the recommendation of the Technical Evaluation and Financial Evaluation Committees.

### 4. Initial Compliance Evaluation

All responses to the RFP will be subject to an Initial Compliance Evaluation. All responses that pass the Initial Compliance Evaluation will be submitted to both the Technical Evaluation Committee and the Financial Evaluation Committee. In completing the Compliance Evaluation, the OMIG has the right to request additional information.

The responses will be screened for the following items:

- a. Responsiveness to RFP – meets delivery due date, transmittal letter signed by an official, format and content requirement, as specified herein;
- b. Inclusion and completion of all forms and proposal components in their entirety, required by the RFP;
- c. The Technical Proposal with the six (6) parts and their components, as itemized in Attachment 3 (parts a through f); and
- d. The Financial Proposal with one (1) part, as itemized in Attachment 3g.

**Proposals determined to be non-responsive to the items above may be deemed to have failed the Initial Compliance Evaluation.**

### **C. Presentation/Interview**

The OMIG, at its own discretion, may require the top Offerers in each category to give a presentation/interview. If the OMIG conducts presentations/interviews, the top Offerers' final scores shall be based solely on the results of their presentation/interview.

The OMIG will provide a list of subjects to be covered in the presentation/interview and questions to be addressed. Presentations should include how the Offerer's past experience with similar projects would enable their ability to perform the services required in the RFP.

The presentation/interview may be up to 45 minutes in length. Questions may be asked by the Evaluation Committee based on material covered in the presentation/interview and/or in the proposal.

The presentation/interview will be evaluated and scored based on the following criteria:

- a. Capability of the Offerer to perform the required services as demonstrated and the appropriateness of the presentation/interview.
- b. Technical knowledge and experience of the lead professional staff proposed by the Offerer and subcontractor(s), and the ability to apply the skills appropriately to this contract.
- c. Adequacy of response to the list of subjects to be covered and questions answered appropriately in the interview.

Presentations/interviews may be conducted in Albany. It will be the responsibility of the Offerer to present the proposed staff at the scheduled time. Offerers will be responsible for any and all costs associated with the presentation. Appointments will be made at least one week prior to the scheduled presentation/interview date.

The OMIG will not rank interviews, demonstrations or presentations. Rather, if the OMIG conducts the interviews, demonstrations or presentations as part of the technical evaluation, the OMIG evaluators may use the information it gathers during this process in revising the evaluation scores given based on the merits and clarification provided.

### **D. Scoring of Proposals**

The Technical Evaluation comprises 80% of the maximum total score and the Financial Evaluation comprises 20% of the maximum total score. Proposals that have passed the Initial Compliance Evaluation will receive a total possible score ranging from a Low of 0 to a High of 100 points.

**1. The Technical Evaluation maximum score of 80 will be awarded to the Offerer that is determined to be best able to successfully perform all six (6) MM&R activities based on of the following criteria:**

The evaluation of Attachments 3a through 3f to arrive at a score for each of the six (6) work areas.

Low Score 0, High score 80

Each of the six (6) work areas will be scored independently and will be combined to arrive at a maximum overall technical score of 80.

For example, the score of the five (5) highest ranking Technical Proposals would be calculated as follows:

Technical Proposal Ranking	Technical Evaluation Points	% of Other Scores to Highest Score	% of Other Scores to Highest Score Times 80	Technical Proposal Score
Highest score	70	N/A	N/A	<b>80.0</b>
Second highest score	65	65/70 = 93%	.93 x 80 = 74.4	<b>74.4</b>
Third highest score	60	60/70 = 86%	.86 x 80 = 68.8	<b>68.8</b>
Fourth highest score	55	55/70 = 79%	.79 x 80 = 63.2	<b>63.2</b>
Fifth highest score	50	50/70 = 71%	.71 x 80 = 56.8	<b>56.8</b>

**2. The Financial Evaluation maximum score of 20 will be awarded to the Offerer with the lowest combined fee proposals.**

Each of the two fee areas will be scored independently (Contingency fee = 10 points and Per Segment fee = 10 points) and combined to arrive at the overall financial score of 20.

For example, the score of the five lowest Financial Proposals for the Contingency Fee would be calculated as follows (the same methodology will be used for the Per Segment fee):

Financial Proposal Ranking	Contingency Fee	% of Lowest Proposal to Other Proposals	% of Lowest Proposal to Other Proposals Times 10	Financial Proposal Score
Lowest bid	6	N/A	N/A	<b>10.0</b>
Second lowest bid	8	6/8 = 75%	.75 x 10 = 7.5	<b>7.5</b>
Third lowest bid	9	6/9 = 66%	.66 x 10 = 6.6	<b>6.6</b>
Fourth lowest bid	10	6/10 = 60%	.60 x 10 = 6.0	<b>6.0</b>
Fifth lowest bid	12	6/12 = 50%	.50 x 10 = 5.0	<b>5.0</b>

- 3. The vendor with the highest total combined Technical Proposal score and Financial Proposal score will be selected.** There is a maximum achievable total score of 100 (Technical Proposal score 80 plus Financial Proposal score 20). Vendors will be ranked from high to low based on their total Technical Proposal and Financial Proposal score.

#### **E. Notification of Award**

After evaluation and selection of the vendor, all Offerers will be notified in writing of the acceptance or rejection of their proposals. The name of the successful Offerer may be disclosed. Press releases pertaining to this project shall not be made without prior written approval by the State and then only in conjunction with the issuing office.

**The State reserves the right to reject any and all offers. The State reserves the right to negotiate with any and all Offerers. The State also reserves the right to eliminate any mandatory requirements unmet by all Offerers.**

In the event of a contract award, all products and other documentation produced as part of the contract will become the exclusive property of New York State. The State reserves the right to royalty free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and authorize others to do so. This includes all products and documentation.

#### **F. Contract Approval**

The contract(s) between the OMIG and the successful Offerer(s) will not be binding until approved in accordance with the New York State contract approval process.

## **V. ADMINISTRATIVE MATTERS**

### **A. Contractual Arrangements**

#### **OMIG Prerogatives**

The contract award is subject to the availability of funds. Moreover, the OMIG is not liable for any costs incurred by any firm for work performed to prepare its proposal or for any travel and/or other expenses incurred in the preparation and/or submission of its proposal or presentation/interviews. Further, the OMIG is not liable for any costs incurred by the successful Offerer for services performed or costs incurred until the contracting process has been completed and all required approvals obtained.

The OMIG reserves the right to exercise the following:

1. Reject any or all proposals received in response to this RFP.
2. Adjust or correct any arithmetical error in the proposal and so notify the Offerer.
3. Waive or modify minor irregularities in proposals received after prior notification to the Offerer.
4. Adopt as the OMIG property, all submitted proposals and to use any portions thereafter which are not specifically noted as proprietary by the submitting firms.
5. Change the proposal due date.
6. Cancel or limit the scope of the contract if the Offerer assigns personnel not interviewed by the OMIG, unless the OMIG approves such substitution.
7. Accept or reject any of the Offerer's employees assigned to this relationship and require their replacement at any time.
8. Consider modifications to proposals at any time before the award is made, if such action is in the best interest of the OMIG.
9. Amend and modify the RFP specifications after their release and so notify all vendors.
10. Negotiate with Offerers, within the scope of RFP requirements, to serve the best interests of the OMIG.
11. Accept a proposal for the contract other than the lowest bid.

12. Begin contract negotiations with another Offerer in order to serve the best interest of the OMIG in the event that the OMIG is unsuccessful in negotiating a contract with the selected Offerer.
13. Reject all proposals that do not comply with the RFP. However, the OMIG may elect to award a contract to the Offerer who receives the highest overall combined evaluation score providing that the Offerer's non-compliance is deemed by the OMIG to be non-material to overall performance of the RFP services.
14. Review the Offerer's records used in determining bid.
15. Require the Offerer to demonstrate, to the satisfaction of the OMIG, any feature(s) presented as a part of its proposal.
16. Make inquiries, at the OMIG's discretion and by means which it may choose, into the Offerer's background or statements made in the proposal to determine the truth and accuracy of all statements made therein.
17. After an unsuccessful attempt to speak with the contact person noted on the reference form, survey another person knowledgeable and familiar with the Offerer from the submitted reference due to time constraints.
18. Invalidate an Offerer's scores at any time during the evaluation process if the Offerer's proposal is deemed non-responsive or is disqualified.
19. Evaluate, accept and/or reject any and all bids, in whole or in part, and waive technicalities, irregularities, and omissions if, in the OMIG's considered judgment, the best interests of the OMIG will be served. Separable portions of offers may also be accepted or rejected. In the event compliant bids are not received, the OMIG reserves the right to consider late or non-conforming proposals as offers.
20. In any case where a question of non-performance of a contract arises, payment may be withheld, in whole or in part, at the discretion of the OMIG. Should the amount withheld be finally paid, a cash discount originally offered may be taken by the OMIG as if no delay in payment had occurred.
21. Submission of an invoice and payment, or electronic transmission, thereof by the OMIG shall not preclude the OMIG from reimbursement or demanding a price adjustment in any case where the service delivered is found to deviate from the terms and conditions of the proposal and award documents. Any delivery made which does not meet such terms and conditions may be rejected, or accepted on an adjusted price basis as may be determined by the OMIG.
22. Award to several Offerers.

## **B. Offerer Certification Requirements**

Any Offerer submitting a proposal in response to this RFP must certify in writing acceptance of the following contract conditions that relate to consideration of the proposal:

1. The OMIG reserves the sole right of judgment and acceptance of an Offerer's written proposal and/or presentation/interview.
2. The Offerer's proposal must remain in effect for one hundred-eighty (180) days from the proposal due date. However, a non-successful Offerer may withdraw its proposal upon notice any time after the selection of the successful Offerer, upon written notice to the OMIG. Offerers whose proposals have been rejected by the OMIG shall be notified of such rejection.
3. The Offerer certifies that, if selected, all services described under Services to be Provided can and will be provided.
4. The successful Offerer agrees to submit an Equal Employment Opportunity Policy Statement and Staffing Plan to the OMIG upon notification of award of this contract as outlined under Participation of New York State Business Enterprises.
5. **The Offerer warrants that, if selected, it will not delegate or subcontract its responsibilities under the contract without prior written approval from the OMIG.**

For any proposal that includes services to be provided by subcontract with a third party, the contractor will be responsible for the conduct and performance of the third party. The OMIG will consider the contractor to be the prime contractor and the sole point of contact in regard to any contractual items specified or required in this RFP.

The successful Offerer should obtain the consent of the proposed subcontractor and include it in the bid proposal. The subcontractor's work plan for performing the services should be included as well as qualifications of the subcontractor. Two references should be included for each subcontractor.

The successful Offerer may not assign or encumber, in whole or in part, their agreement or enter into any subcontracts for the performance of the obligations contained herein, without the prior written approval of the OMIG.

6. The Offerer warrants that all information provided by it in connection with this proposal is true and accurate.
7. The Offerer agrees not to make any claims for or have any right to damages because of any misinterpretation or misunderstanding of the specifications or because of any lack of information.

8. New York State law requires that a proposal shall not be considered for award if the price in the proposal was not arrived at independently without collusion, consultation, communication or agreement as to any matter relating to such prices with any other Offerer or with any competitor. In addition, an Offerer is prohibited from making multiple bids in a different form, e.g., as prime vendor and as a subcontractor to another prime vendor.

Each Offerer must include a statement in the proposal describing all actual or potential relationships which may be considered to be a "conflict of interest." The "conflict of interest" will be taken under consideration by the OMIG Proposal Evaluation Committee. The Committee's determination of a disqualifying "conflict of interest" is final.

9. The successful Offerer will conform with all provisions of Appendix A, Standard Clauses For All New York State Contracts; Appendix B, Participation of NYS Business Enterprises, Omnibus Procurement Act of 1992; and Appendix C, Non-Collusive Bidding Certification; in the conduct of this project. In addition, the vendor must complete, sign, and return Appendices B and C as well as Appendices D, MacBride Fair Employment Principles Certification; E, Vendor Responsibility Questionnaire; F, Procurement Lobbying Legislation; G, Contract Consultant Law (Form A); H, Federal Health Insurance Portability and Accountability Act (HIPAA) Business Associate Agreement; I, New York State OMIG Bid Form; J, New York State Tax Law §5-a; and all Attachment 3 Forms.
10. The successful Offerer agrees that no New York State or local sales tax, transportation tax or Federal Excise tax will be charged on any part of this project, since the OMIG is an agency of the State of New York and tax exempt by statute.
11. The successful Offerer will save and hold harmless the OMIG and its management from all claims, suits, litigation and legal liability from any acts or omissions committed by the Offerer during the course of the contract. The OMIG reserves the right to retain counsel of the OMIG's choice, at the expense of the offerer, to advise and represent the OMIG in connection with any such suits or actions including, without limitation, the initiation or defense of any litigation or other legal action.
12. The successful Offerer is an independent contractor of the State and may not hold itself out nor claim to be an officer, employee or subdivision of the State nor may the Offerer make any claim, demand or application to or for any right based upon any different status.
13. PUBLIC OFFICERS LAW

All successful Offerers and Offerer employees must be aware of and comply with the requirements of the New York State Public Officers Law, all other appropriate provisions of New York State Law, and all resultant codes, rules and regulations from State laws establishing the standards for business and professional activities of State employees, and governing the conduct of



employees of firms, associations and corporations in business with the State. In signing the proposal, each Offerer has guaranteed knowledge and full compliance with those provisions for this and any other dealings, transactions, sales, contracts, services, offers or relationships involving the State and/or State employees. Failure to comply with those provisions may result in disqualification from the bidding process and in other civil or criminal proceedings as required by law.

14. PROJECT DELAY

If any delay in completing, or impeding, the successful Offerer's work is caused by the OMIG, then the OMIG should be notified immediately in writing of the delay and reason(s) for the delay.

15. NON-COLLUSION

The prices in this proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Offerer or with any competitor. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Offerer and **will not** knowingly be disclosed by the Offerer prior to the opening, directly or indirectly, to any Offerer or competitor and that no attempt has been made or will be made by the Offerer to induce any other person, partnership, or corporation to submit or not submit a proposal for the purpose of restricting competition.

16. TAX LAW 5-A

Tax Law 5-a is effective with all solicitations to purchase issued by covered agencies on or after January 1, 2005. It applies to contracts where (i) the total amount of such persons' sales delivered into New York State are in excess of \$300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made, and with respect to any affiliates, subcontractors, or affiliates of subcontractors whose sales delivered into New York State exceeded \$300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made, and (ii) the contracts or agreements with State agencies or public authorities for the sale of commodities or services have a value in excess of \$100,000. The law imposes upon certain contractors the obligation to certify whether or not the contractor, its affiliates, its subcontractors and affiliates of the subcontractors are required to register to collect State sales and compensating use tax.

### **C. Summary of the OMIG's Policy and Prohibitions Regarding Permissible Contacts During a Covered Procurement**

Pursuant to State Finance Law §§139-j and 139-k, this RFP includes and imposes certain restrictions on communications between a Governmental Entity and an Offerer during the procurement process. An Offerer is restricted from making contacts from the earliest notice of intent to solicit offers through final award and approval of the Procurement Contract by the Governmental Entity and, if applicable, the Office of the State Comptroller ("restricted period") to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a). Designated staff, as of the date hereof, is identified on the RFP Calendar (Page iv). The OMIG employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Offerer pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a four year period, the Offerer is debarred from obtaining governmental Procurement Contracts. Further information about these requirements is available from the designated contact.

## VI. GENERAL REQUIREMENTS

### A. Insurance Requirements

Prior to the commencement of the work to be performed by the successful Offerer, the contractor shall file with the OMIG Certificates of Insurance evidencing compliance with all requirements contained in this RFP. Acceptance and/or approval by the OMIG does not and shall not be construed to relieve contractor of any obligations, responsibilities or liabilities under the awarded contract.

All insurance required by the contract shall be obtained at the sole cost and expense of the contractor; shall be maintained with insurance carriers licensed to do business in New York State, and acceptable to the OMIG; shall be primary and non-contributing to any insurance or self insurance maintained by the OMIG; shall be endorsed to provide written notice be given to the OMIG at least thirty (30) days prior to the cancellation, non-renewal, or material alteration of such policies, which notice, evidenced by return receipt of United States Certified Mail; shall be sent according to the *Notice* provision of the Agreement and shall name the OMIG, its officers, agents, and employees as additional insurers hereunder (General Liability Additional Insured Endorsement shall be on Insurance Service Office's (ISO) form number **CG 20 26 11 85**).

The contractor shall be solely responsible for the payment of all deductibles and self insured retentions to which such policies are subject. Deductibles and self-insured retentions must be approved by the OMIG. Such approval shall not be unreasonably withheld.

If the OMIG allows subcontracting, the contractor shall require that any subcontractors hired carry insurance with the same limits and provisions provided herein.

Each insurance carrier must be rated at least "A-" Class "VII" in the most recently published Best's Insurance Report. If, during the term of the policy, a carrier's rating falls below "A-" Class "VII", the insurance must be replaced no later than the renewal date of the policy with an insurer acceptable to the New York State Insurance Department and rated at least "A-" Class "VII" in the most recently published Best's Insurance Report.

The contractor shall cause all insurance to be in full force and effect as of the commencement date of this contract and to remain in full force and effect throughout the term of this contract and as further required by this contract. The contractor shall not take any action, or omit to take any action, that would suspend or invalidate any of the required coverages during the period of time such coverages are required to be in effect.

Not less than thirty (30) days prior to the expiration date or renewal date, the contractor shall supply the OMIG updated replacement Certificates of Insurance, and amendatory endorsements.

The contractor, throughout the term of this contract, or as otherwise required by this contract, shall obtain and maintain in full force and effect, the following insurance with limits not less than those described below and as required by the terms of this contract, or as required by law, whichever is greater (limits may be provided through a combination of primary and umbrella/excess policies):

1. Commercial General Liability Insurance with a limit of not less than \$1,000,000 each occurrence, with a limit of not less than \$2,000,000 aggregate. Such liability shall be written on the ISO occurrence form CG 00 01, or a substitute form providing equivalent coverages and shall cover liability arising from premises operations, independent contractors, products-completed operations, broad form property damage, personal & advertising injury, cross liability coverage, liability assumed in a contract (including the tort liability of another assumed in a contract) and explosion, collapse & underground coverage.
2. Workers Compensation, Employers Liability, and Disability Benefits as required by New York State.
3. Comprehensive Business Automobile Liability Insurance with a limit of not less than \$2,000,000 each accident. Such insurance shall cover liability arising out of any automobile including owned, leased, hired and non owned automobiles.
4. Professional Liability Insurance, covering actual or alleged negligent acts, errors or omissions committed by the contractor, its agents or employees, arising out of the work performed under this Agreement. The policy coverage shall extend to include bodily injury and property damage from negligent performance of professional services and personal injury liability coverage for claims arising out of performance of services. The policy shall have limits of liability of not less than \$1,000,000 each occurrence, with a limit of not less than \$2,000,000 aggregate. The contractor shall be responsible for payment of all claim expenses and loss payments with the deductible.
5. Crime Insurance, including Fidelity Bond coverage in the amount not less than \$2,000,000 including employee dishonesty coverage on money, securities or property other than money and securities including contract and temporary, whether identified or not, acting alone or in collection with others.

**Waiver of Subrogation.** Contractor shall cause to be included in each of its policies insuring against loss, damage or destruction by fire or other insured casualty a waiver of the insurer's right of subrogation against the OMIG, or, if such waiver is unobtainable (i) an express agreement that such policy shall not be invalidated if contractor waives or has waived before the casualty, the right of recovery against the OMIG or (ii) any other form of permission for the release of the OMIG.

Awarded contractor shall furnish evidence of all policies to the OMIG, before any work is started. Certificates of Insurance may be supplied as evidence of such aforementioned policies; however, if requested by the Agency, the contractor shall deliver to the OMIG within forty-five (45) days of the request a copy of such

policies, certified by the insurance carrier as being true and complete. If a Certificate of Insurance is submitted it must: (i) be signed by an authorized representative of the insurance carrier or producer and notarized; (ii) disclose any deductible, self-insured retention, aggregate limit or any exclusions to the policy that materially change the coverage; (iii) indicate the Additional Insurers and Named Insured as required herein; (iv) reference the Agreement by number on the face of the certificate; and (v) expressly reference the inclusion of all required endorsements.

If, at any time during the term of this Agreement, insurance as required is not in effect, or proof thereof is not provided to the OMIG, the OMIG shall have the option to: (i) direct the contractor to suspend work with no additional cost or extension of time due on account thereof, or (ii) treat such failure as a breach in contract.

The contractor will indemnify the OMIG against any and all liability which may be assessed against it as a result of the actions, activities or neglect or malpractice of the contractor, its officers, employees agents, subcontractors or corresponding attorneys relating to its performance of the functions required. Specifically, the contractor will provide a malpractice policy and a public liability policy to the benefit of the OMIG in the amount of \$2,000,000 each to insure against liability due to harassment, defamation, personal injury, violation of privacy rights, civil rights, or of any statute or regulation governing conduct in collecting debts.

## **B. Participation of New York State Business Enterprises**

It is the policy of New York State to maximize the opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises, as bidders, subcontractors, and suppliers on its procurement contracts.

Included with this RFP, as Appendix B, is information about the *Omnibus Procurement Act of 1992*, including instructions for accessing information on the availability of New York State subcontractors and suppliers, the directory of minority and women-owned business enterprises, and the certification required from contractors whenever the total bid amount is greater than \$1 million.

## **C. Proprietary Information**

Information submitted as to the specifications or other details relating to the Offerer, its finances, software or other materials or services that would be provided under a proposal will be kept confidential by the OMIG during the course of evaluating the proposals and making awards. However, materials and information submitted to a State Agency become a record thereof, and under the provision of the Freedom of Information Law are presumed to be accessible to the public upon request, subject to certain exceptions provided for in such law. The law, not the OMIG, establishes the types of information that are exempt from disclosure, and when a Freedom of Information Law access request is received, the determination of exemption from access must be based upon the application of the provisions of such law. Denying public access to materials or information

submitted by an Offerer which otherwise might be entitled to exemption from disclosure may turn on whether the Offerer, at the time of submitting its proposal or information, has claimed that the information provided is a "trade secret," as such term is defined under the Freedom of Information Law. You are advised, therefore, if you believe that any information you supply the OMIG as part of your proposal is entitled to the status of a trade secret and you wish to claim such status to prevent disclosure of that information to any person who may seek access to your proposal, you should request such information be exempted from disclosure at the time you submit or provide same, setting out, with particularity, what you claim falls within trade secret status and why. A claim of the total exemption of the proposal from disclosure is not acceptable. A record of your request will be attached to your proposal and in the event of a request for access to your proposal is received, your claim of trade secret status will be addressed and determined.

The OMIG will not consider Attachment 3g, and attachments thereto, as proprietary information. As such, this Appendix, and attachments thereto, from all Offerers will be subject to release under the Freedom of Information Law.

#### **D. Errors and Omissions**

If an Offerer discovers any ambiguity, conflict, discrepancy, omission or other error in this RFP, immediately contact the person listed in *Contact Person*, of such error and request the clarification or modification thereof. Notice to the OMIG of any problems described above must be made in writing and received at the OMIG on or before the date shown as the final date for Offerer inquiries. Any modifications deemed necessary by the OMIG shall be given by written notice to all parties who receive the RFP from the OMIG.

If an Offerer fails prior to the final filing date for submission to notify the OMIG of a known error or an error that reasonably should have been known, the Offerer shall assume the risk. If awarded the contract, the Offerer shall not be entitled to additional compensation or time by reason of the error or its late correction.

#### **E. Extraneous Information/Materials**

Proposals must conform to the terms set forth in the RFP, as extraneous terms or material deviations (including additional, inconsistent, conflicting, or alternative terms) may render the proposal non-responsive and many result in rejection of the proposal.

Extraneous term(s) submitted on standard, pre-printed forms (including but not limited to: product literature, order forms, license agreements, contracts or other documents), whether or not deemed "material," that are attached or referenced with submissions and that do not meet the above requirements will not be considered part of the proposal or resulting contract, but rather will be deemed to have been included for informational or promotional purposes only.

Only those extraneous terms that meet all the following requirements will be considered as having been submitted as part of the proposal:

1. Each proposed extraneous term (addition, counter-offer, deviation, or modification) must be specifically enumerated in a writing that is not part of a pre-printed form; and
2. The writing must identify the particular specification requirement (if any) which Offerer rejects or proposes to modify by inclusion of the extraneous term; and
3. The Offerer shall enumerate the proposed addition, counter-offer, modification or deviation from the RFP, and the reasons therefore.

No extraneous term(s), whether or not deemed "material," shall be incorporated into a contract unless submitted in accordance with the above and the OMIG expressly accepts each such term(s). Acceptance and/or processing of the proposal shall not constitute such written acceptance of extraneous term(s).

## **VII. THE CONTRACT**

### **A. Contract Documents**

The contract documents consist of the contract agreement, proposal, specifications, addenda issued prior to receipt of proposals and all subsequent modifications and changes issued pursuant to the proposal.

The contract represents the agreement between the parties and supersedes all prior negotiations, representations and agreements whether written or oral including the bidding documents which may have resulted from this RFP.

The contract may be revised, modified and/or amended by mutual written consent of both parties and the approval of the Office of the State Comptroller. The contract is made in accordance with the laws of New York State.

### **B. Inconsistencies**

The various documents which comprise the contract(s) to be awarded as a result of this RFP shall prevail in accordance with precedence established below in the case of any inconsistencies contained in them:

1. Appendix A
2. The Agreement
3. Request for Proposals (RFP)
4. Proposal

### **C. Termination of Contract**

1. The OMIG may terminate this contract at any time by delivering to the contractor a notice of termination specifying the extent to which performance of work under the contract is terminated and the date upon which such termination becomes effective. Upon receipt of the notice of termination, the contractor shall act promptly to minimize the expenses resulting from such termination. If the Agreement is terminated for any reason, the OMIG shall have the right to award a new contract to a third party. In the event of termination for cause, the OMIG shall seek recovery damage incurred by the OMIG and the reasonable re-procurement costs associated in reassigning the contract.
2. The OMIG reserves the right to terminate this contract in the event it is found that the tax certification filed by the contractor in accordance with New York State Tax law §5-A, was false when made. Such failure or false certification shall be a material breach of the contract, and the contract shall be subject to termination if the OMIG determines that such action is in the best interest of the OMIG.



3. The OMIG reserves the right to terminate this contract in the event it is found that the certification filed by the Offerer in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the OMIG may exercise its termination right by providing written notification to the Offerer in accordance with the written notification terms of this contract.
4. This Agreement may be canceled in whole or in part by either party upon mutual agreement and upon thirty (30) days' written notice to the other party. However, the OMIG may cancel upon thirty (30) days' written notice to the successful Offerer if the successful Offerer is not in substantial compliance with any material term or condition of the Agreement, provided that the successful Offerer failed to cure such noncompliance within the notice period.
5. The OMIG may terminate this Agreement, in whole or part, without penalty or other termination charges due, upon ninety (90) calendar days written notice to the successful Offerer, if the OMIG determines that such action is in the best interests of the State. Such termination shall be referred to herein as "termination for convenience." Upon termination of the Agreement for convenience and payment by the OMIG in accordance with the terms hereunder, neither party shall have any obligation, liability or responsibility to the other party under this Agreement except as specifically provided in this Agreement.

#### **D. Suspension of Work**

The OMIG may order the contractor in writing to suspend performance of all or any part of the work for a reasonable period of time, not to exceed thirty (30) days, as determined by the OMIG.

Upon receipt of a suspension order, the contractor shall, as soon as practicable, cease performance of the work as ordered.

The contractor specifically agrees that a suspension, interruption or delay of the performance of the work pursuant to this proposal shall not increase the cost of performance of the work of this contract.

#### **E. Permits and Compliance**

The contractor shall obtain, maintain and pay for all permits and licenses legally required and shall give all notices, pay all fees and comply with all laws, rules and regulations applicable to the work at no additional cost.

#### **F. Inspection and Acceptance of the Work**

The OMIG will, from time-to-time, inspect the services being performed under the terms of the contract.

All work shall be subject to the approval of the OMIG. In the event that any of the work performed is not acceptable to the OMIG in its sole judgment, the contractor shall correct that work in an expeditious manner at no additional cost to the OMIG.

The contractor shall, without charge, promptly correct any problems the OMIG finds do not conform to the contract documents, unless in the public interest, the OMIG consents to accept such equipment or work with an appropriate adjustment to the contract price.

If the contractor does not promptly correct rejected work, the OMIG may correct such work and charge the cost thereof to the contractor, or terminate the contract in accordance with this RFP.

### **G. Right to Audit**

The contractor shall maintain accurate records and accounts of services performed and money expended under this Agreement and shall furnish or make available such supplemental accounts, records or other information as are required to substantiate any estimate, expenditures or report as required by the Office of the State Comptroller, the United States Department of Health and Human Services (US DHHS), or the OMIG (or its designee), or as may be necessary for auditing purposes or to verify that expenditures were made only for the purpose authorized by this Agreement and consistent with all requirements as stated in this RFP. Such records and accounts and all supportive documentation shall be kept for at least six (6) years subsequent to dates of final payment hereunder, or until a final audit has been made by the Office of the State Comptroller, the US DHHS, or the OMIG (or its designee).

In case all or a part of such records are not made available for audit purposes, the contractor agrees that any cost items claimed but not supported by such records shall be disallowed, or if payment has already been made, the contractor shall, upon written demand of the OMIG, refund to the OMIG the amount disallowed.

The contractor shall be available to OMIG attorneys as OMIG attorneys deem necessary and testify as requested to support work performed under this contract.

### **SAS 70 Reports:**

If the Offerer participates in a Statement on Audit Standards No. 70 (SAS 70), as developed by the American Institute of Certified Public Accountants (AICPA), within the past twenty-four months prior to this RFP, the Offerer shall provide the OMIG with a copy of the Offerer's Service Auditor's Report(s) for either Type I or Type II (Reports) with their proposal. Such Report(s) shall be used for information purposes only. The OMIG reserves the right to request a copy of the Report(s) during the contract duration (including option periods). Once awarded, Contractor's SAS 70 Report(s) shall not take the place of the OMIG's, US

DHHS's, and/or the Office of the State Comptroller's right, under the Agreement, to independently audit contractor. Under no circumstances will the OMIG allow payment for SAS 70 Assessment.

## **H. Ownership of Documents**

All drawings, specification, computation, sketches, test data, survey results, reports written materials for presentations and other documents including models, photographs, renderings and other material prepared for or relating to the project, including any material furnished by the OMIG are the property of the OMIG.

## **I. Information Security Clause**

In the event of a Breach of Security as defined in NY CLS Gen Bus §899-aa and NY CLS State Technology Law §208, or otherwise, involving the OMIG supplied Personal Information or Private Information from systems owned, operated, or sub-contracted or otherwise conduit through the successful Offerer's systems or networks, the successful Offerer shall notify the OMIG immediately, without unreasonable delay, pursuant to the Notice provision of this Agreement. "Breach of security" shall mean the unauthorized acquisition or acquisition without valid authorization of computerized data containing personal or private information. "Personal Information" shall mean any information concerning a person which, because of name, number, mark or other identifier, can be used to identify such person. "Private Information" shall mean personal information in combination with any one or more of the following data elements, when either the personal information or the data information or the data element is not encrypted or encrypted with an encryption key that has also been acquired: (i) social security number; (ii) driver's license number or non-driver identification cards number; or (iii) account number, credit or debit card number, in combination with any required security code, access code, or password which would permit access to an individual's financial account. The successful Offerer additionally undertakes to, solely at its own cost and expense, provide any requisite notices that either the successful Offerer or the OMIG would have to provide pursuant to NY CLS Gen Bus §899-aa and NY CLS State Technology Law §208, or any other applicable statute, both on behalf of the successful Offerer and on behalf of the OMIG. The successful Offerer's notification shall include but not be limited to a description of the categories of information that were, or are reasonably believed, to have been acquired by a person without valid authorization, including specification of which of the elements of personal information and private information were, or are reasonably believed to have been, so acquired, or as otherwise provided for by applicable law.

## **J. Confidentiality Clause**

The OMIG Confidential Information includes but is not limited to: (i) the meaning ascribed to "Nonpublic Personal Information" in Title V of the Gramm-Leach-Bliley Act of 1999 ("GLBA") or any successor Federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time, as it relates to the OMIG's consumers; (ii) "Protected Health Information

(*PHI*)” as such term is defined in the Health Insurance Portability and Accountability Act of 1996, or any successor Federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time (“*HIPAA*”); and (iii) any personally identifiable or other information protected under any other applicable State or Federal statute, rule or regulation.

All material made available to the contractor or its staff will remain the property of the OMIG. In addition, the contractor, subcontractor and staff shall maintain the confidentiality of all material, including the identity of any parties and content of any material to which they are exposed or have access. All improvements to applications and processes developed at the OMIG’s expense and within the scope of the services provided to the OMIG shall be the sole and exclusive property of the OMIG.

The contractor will not divulge, disclose or furnish to any other party the information or processes utilized at the OMIG, disclosed to the contractor or developed by the contractor or another during the course of the project unless such information is in the public domain.

**Any request for information from third parties shall be reported to the OMIG in writing within twenty-four (24) hours. News releases pertaining to this contract will not be made without prior State approval and then only in conjunction with the OMIG.**

#### **K. Indemnification**

The contractor shall fully indemnify, defend and hold harmless the OMIG, and the employees, agents and officers of the OMIG, from and against any and all losses, costs, liabilities, damages or deficiencies, including interest, penalties and reasonable attorney’s fees, in connection with any action, suit, proceeding or other claim of any nature whatsoever, to the extent that such losses, costs, liabilities, damages or deficiencies arise out of, are based upon or result from a material breach of any of the express terms of an Agreement, as a result of this RFP, by the contractor, or which are based upon or result from acts or omissions constituting bad faith, willful misfeasance, gross negligence or reckless disregard of duties in connection with the performance by the contractor or any of its agents, officers, directors or employees of any of the contractor’s duties, responsibilities or obligations under an Agreement as a result of this RFP. The indemnification contained in this section is in addition to and not in lieu of any other rights or remedies which the OMIG or the employees, agents or officers of the OMIG may have against the contractor and shall not be construed to limit in any way the duties and obligations of the contractor contained in an Agreement as a result of this RFP. Nothing contained herein shall inure to the benefit of any insurer or other third party.

## **L. Non-Solicitation**

Offerer shall contact the OMIG employees, including employees designated by the OMIG to receive marketing material, and negotiate contracts only in connection with the transaction of business set forth herein. Offerer shall be cognizant of §§73 and 74 of the NYS Public Officers Law, which govern the conduct of the State employees, and §§139-j and 139-k of the NYS Finance Law which govern the conduct of the State employees and their relations with outside parties.

Offerer shall not contact or solicit the OMIG employees in connection with any contests, lotteries, challenges, or competitions, whether or not prizes, awards, gifts, remuneration or items of value are awarded. Offerer shall neither solicit nor market directly to any the OMIG employees in their individual capacities. If Offerer maintains identifiable records of the OMIG employees in connection with its performance hereunder, such records shall not commercially exploit its relationship with the OMIG nor use the OMIG, its name, trademarks or logo for any advertising, marketing or other commercial purpose without prior written approval from the OMIG. This clause shall survive termination of this contract.

## **M. Contractor Consultant Law – (Appendix G)**

Effective June 19, 2006, Chapter 10 of the Laws of 2006 amended the Civil Service and State Finance Law, relative to maintaining certain information on contract employees working under State agency service and consulting contracts. State agency consultant contracts are defined as “contracts entered into by a State agency for *analysis, evaluation, research, training, data processing, computer programming, engineering, environmental health and mental health services, accounting, auditing, paralegal, legal, or similar services*”. The amendments require that certain contract employee information be provided to the State agency awarding such contracts, the Office of the State Comptroller (OSC), the Division of the Budget (DOB) and the Department of Civil Service (CS).

To meet these new requirements, the contractor agrees to complete Form A - Contractor’s Planned Employment Form, *Appendix G*.

## **N. Choice of Law; Venue**

This Agreement shall be governed by and construed under the laws of the State of New York, without giving effect to the choice of law or conflict of law provisions thereof.

**A Request for Proposal for  
Medicaid Match & Recovery Project**

**ATTACHMENT 1**

<b><u>DATA FILE REFERENCE</u></b>	<b><u>FREQUENCY</u></b>	<b><u>SOURCE</u></b>
S-F-100-DW Analytical Extract – Claims	Weekly	DOH
B-ADR-SPN-TB Client Case Address Span File	Monthly	DOH
B-COE-SPN-TB Client Case Eligibility Span File	Monthly	DOH
B-DEM-SPN-TB Client Case Demographic Span File	Monthly	DOH
P-F-400 Provider TP Interface Output File	Monthly	DOH
P-F-401 Provider Address Table Extract	Monthly	DOH
R-F-400 Procedure Base File	Monthly	DOH
R-F-401 Procedure Category of Service File	Monthly	DOH
R-F-402 Procedure Provider Specialty File	Monthly	DOH
R-F-403 Procedure Place of Service File	Monthly	DOH
R-F-404 Procedure Medicare Coverage File	Monthly	DOH
R-F-405 Procedure Pricing File	Monthly	DOH
R-F-406 Drug Base File	Monthly	DOH
R-F-407 Drug Category of Service File	Monthly	DOH
R-F-408 Drug Miscellaneous File	Monthly	DOH
R-F-409 Drug Pricing File	Monthly	DOH
R-F-410 Procedure Client File	Monthly	DOH
T-F-059 TPL Buyin Span Table Extract File Monthly	Monthly	DOH
T-F-060 TPL Medicare Span Table Extract File	Monthly	DOH
T-F-xxx TPL Medicare Span Part D Extract File	Monthly	DOH
T-F-061 TPL Carrier Address Extract File	Monthly	DOH
T-F-062 TPL Carrier Table Extract File	Monthly	DOH
T-F-063 TPL Good Cause Table Extract File	Monthly	DOH
T-F-064 TPL Coverage Client Table Extract File	Monthly	DOH
T-F-065 TPL Policy Coverage Code Table Extract File	Monthly	DOH
T-F-067 TPL Policy Table Extract File	Monthly	DOH
T-F-070 TPL HIC Table Extract File	Monthly	DOH
T-F-003 TPL Contractor Resource Update File	Monthly	Contractor
SDX File (discontinued)	Monthly	DOH
Bendex File	Monthly	DOH
Medicare EDB Finder File	Monthly	CMS

**DATA FILE REFERENCE**

**FREQUENCY**

**SOURCE**

MMA File	Monthly	DOH
OTDA Absent Parent File	Monthly	OCSE
OTDA Adds Tape	Monthly	Contractor
PPIV Submission File	Weekly	Contractor
PPIV Activity Report	Weekly	DOH
PPIV Error Report	Weekly	DOH
PPIV Suspected Duplicate Report	Weekly	DOH
Potential Coverage Report	Monthly	DOH
SSI Referrals	Monthly	DOH
New York Void and Adjustment Trigger File	Bi-Weekly	Contractor
New York Void and Adjustment Transaction Report	Weekly	DOH
New York Credit History Report	Bi-Weekly	DOH
Workers Compensation Board Extract	Quarterly	WCB
New York City Employees Benefits File	Quarterly	NYC
New York State Employees Benefits File	Quarterly	DCS
EPIC Eligibility File	Monthly	EPIC
EPIC Paid Claims File	Monthly	EPIC
EPIC Pharmacy Provider File	Monthly	EPIC
EPIC COB File	Monthly	EPIC

**A Request for Proposal for  
Medicaid Match & Recovery Project**

**ATTACHMENT 2**

Third Party Insurance File Matches

The contractor must have carrier matching agreements in place, at minimum, with the following insurance carriers, prior to the start of the contract. Insurers to be matched with should include, but are not limited to:

- |                            |                          |                    |
|----------------------------|--------------------------|--------------------|
| Aetna                      | Empire BC/BS             | Mass Mutual        |
| Argus Rx                   | Empire BC/BS             | MDNY               |
| BC/BS FEP                  | Express Scripts          | Medco Health       |
| BC/BS of Central NY        | Fortis Health and Dental | MVP                |
| BC/BS of Rochester         | GHI and GHI HMO          | Oxford Health Plan |
| BC/BS of Utica / Watertown | Great West Life          | TRICARE (DEERS)    |
| BC/BS of Western NY        | Health Net               | United Healthcare  |
| BS of NENY                 | HealthNow                | Univera            |
| CDPHP                      | HIP of NY                | UPMC Health Plan   |
| Cigna                      | Horizon NY               | Vytra Health       |
| Connecticare               | Independent Health       |                    |

In addition to the third party insurance file matches listed in Attachment 2, matching files are also currently obtained from the following Medicare Part D PDP's:

- |   |  |
|---|--|
| Aetna   | Humana   |
| Cigna / Argus                                     | Pacificare   |
| Coventry AdvantraRx / First Health Premier        | Prescription Solutions   |
| First United American Life / United American Life | Simply Prescriptions / Excellus                                      |
| GHI   | United Healthcare  |
| Health Net  | Walgreens  |
|   | Wellpoint / Anthem / Empire (point of purchase national PDP sponsor) |



## **Match & Recovery Project**

### **ATTACHMENT 3**

#### **Vendor Completion Forms**

- o Statement of Understanding (a)
- o Organizational Description (b)
- o Organization Chart (c)
- o Organization Subcontractors (d)
- o Qualifications and Experience (e)
- o Overall Scope of Work Narrative (f)
- o Financial Proposal Bid (g)



**A Request for Proposal for  
Medicaid Match & Recovery Project**

**ORGANIZATIONAL DESCRIPTION  
(3b)**

**Offerer:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Phone #:** \_\_\_\_\_

*Offerers must add additional pages as necessary to complete the form.*

1. Describe the offerer's organization, headquarters and branch office locations, parent and subsidiary organizations:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Describe the relationship between the offerer's organization and any parent or subsidiary:

Name of Parent Organization: \_\_\_\_\_

Relationship to Offerer: \_\_\_\_\_

3. Provide the number of years the organization has been in the business of identifying other liable third party resources, recovering third party payments, and conducting payment integrity initiatives:

Types of Projects:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Total Number of Years:

\_\_\_\_\_

**A Request for Proposal for  
Medicaid Match & Recovery Project**

**ORGANIZATION CHART FORM  
(3c)**

**Offerer:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Phone #:** \_\_\_\_\_

*Offerers must add additional pages as necessary to complete the form.*

Provide an organization chart showing the structure of the offerer's organization and specific areas of responsibility for all staff associated with this project:

**A Request for Proposal for  
Medicaid Match & Recovery Project  
ORGANIZATION SUBCONTRACTORS  
(3d)**

**Offerer:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Phone #:** \_\_\_\_\_

*Offerers must add additional pages as necessary to complete the form.*

The offerer must indicate ( **X** ) whether or not they intend to use subcontractors: YES\_\_\_ NO\_\_\_

**If "YES" is indicated, the offerer must provide the following information.**

1. Provide the full name and address of any organization with which the offerer will subcontract for any services provided in the MM&R project and the mechanisms for assuring its effective and efficient operations:

Subcontractor: \_\_\_\_\_

Subcontractor Address: \_\_\_\_\_

Work to be Performed: \_\_\_\_\_

Mechanism for Assuring Effective and Efficient Operations:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. List responsible officers of each subcontractor, including those individuals authorized to negotiate for the subcontractor:

Subcontractor: \_\_\_\_\_

Responsible Officers: \_\_\_\_\_

3. List any financial interest the offerer has in the proposed subcontractors:

\_\_\_\_\_  
\_\_\_\_\_



**A Request for Proposal for  
Medicaid Match & Recovery Project**

**QUALIFICATIONS AND EXPERIENCE  
(3e)**

**Offerer:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Phone #:** \_\_\_\_\_

*Offerers must add additional pages as necessary to complete the form.*

1. Describe in detail the offerer's prior Medicaid Match & Recovery experience / projects and ability to perform this project. (The experience described should substantiate the offerer's qualifications and capabilities to perform the scope of work.)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The revenue recovery experience / projects referenced above must be identified with the name of the customer indicated, and the name, address and telephone number of the responsible official of the customer, company or agency who may be contacted by the State:

**Project:** \_\_\_\_\_

**Customer:** \_\_\_\_\_

**Name of Responsible Official:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **Phone#:** \_\_\_\_\_

2. Describe any technologies, special techniques, skills or abilities that the organization considers necessary to accomplish the MM&R project requirements:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**QUALIFICATIONS AND EXPERIENCE (3e)**  
**Page 2**

3. Describe the work experience and other relevant background of up to five (5) key individuals who will be assigned to work under the contract resulting from this RFP:

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4. Provide the names, addresses and phone numbers of references that may be contacted by the State to verify the work experience and other relevant background of the key individuals cited above in # 3.

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5. List the five largest projects the offerer has performed for a government organization similar to those required by this project. For each of these projects:

Reference names and telephone numbers of the government organization customer to contact for confirmation of the project performed by the offerer, its scope and the offerer's quality of work; and

Describe the project(s) and the project goals, summarize the project results, and describe the resources expended on the project. The offerer must include quantitative data, such as claims reviewed and recovered savings.

Government Organization: \_\_\_\_\_

Years Served: \_\_\_\_\_

Name of Customer Reference: \_\_\_\_\_ Phone #: \_\_\_\_\_

Project Description: \_\_\_\_\_

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Government Organization: \_\_\_\_\_

Years Served: \_\_\_\_\_

Name of Customer Reference: \_\_\_\_\_ Phone #: \_\_\_\_\_

Project Description: \_\_\_\_\_

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**QUALIFICATIONS AND EXPERIENCE (3e)**  
**Page 3**

Government Organization: \_\_\_\_\_

Years Served: \_\_\_\_\_

Name of Customer Reference: \_\_\_\_\_ Phone #: \_\_\_\_\_

Project Description: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Government Organization: \_\_\_\_\_

Years Served: \_\_\_\_\_

Name of Customer Reference: \_\_\_\_\_ Phone #: \_\_\_\_\_

Project Description: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Government Organization: \_\_\_\_\_

Years Served: \_\_\_\_\_

Name of Customer Reference: \_\_\_\_\_ Phone #: \_\_\_\_\_

Project Description: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**A Request for Proposal for  
Medicaid Match & Recovery Project**

**OVERALL SCOPE OF WORK NARRATIVE  
(3f)**

**Offerer:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Phone #:** \_\_\_\_\_

*Offerers must add additional pages as necessary to complete the form.*

Describe how the offerer foresees accomplishing the scope of work in regard to the following tasks described in Section II 1, Section II 2 and Section II 3.

1. Pre-Payment Insurance verification;

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Third Party Retroactive Recovery Projects – Retroactive Third Party Recoveries;

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Third Party Retroactive Recovery Projects – Direct Billing;

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**OVERALL SCOPE OF WORK NARRATIVE  
(3f)**

**Page 2**

4. Third Party Retroactive Recovery Projects - Estate Recovery;

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5. Third Party Retroactive Recovery Projects – Accident & Casualty Recovery; and,

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6. Third Party Retroactive Recovery Projects – Program Integrity

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**A Request for Proposal for  
Medicaid Match & Recovery Project**

**FINANCIAL PROPOSAL BID  
(3g)**

**Offerer:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Phone #:** \_\_\_\_\_

Provide the contingency fee for all recovery activities:

Contingency Fee: \_\_\_\_\_

Provide the per segment fee for PPIV activity:

Per Segment fee: \_\_\_\_\_

**NOTE:** Attachment 3g, the *Financial Proposal Bid*, must be bound and placed in a sealed envelope separately and enclosed with the Proposal.